ance, makes it abundantly clear that it was the intention of the legislature that for the purposes of admission under the Ordinance regard should only be had to reading in chambers after the date of call to the Bar or admission as a solicitor elsewhere for the applicant is not required to furnish any information as to any reading before that date.

For these reasons the present petition must be dismissed.

Petition dismissed.

ALAGAPPA CHETTIAR v. INDER SINGH

[C.A. (Thomson C.J., Hill and Good JJ.A.) April 13, 1962]

[K.L. — F.M. Civil Appeal No. 7 of 1962]

Landlord and tenant — Rent controlled premises — Death of contractual tenant — Notice to quit by landlord — Letters of administration taken out by defendant before expiry of notice to quit — Definition of "member of family" in Control of Rent Ordinance, 1956 — Whether defendant protected by this definition.

The contractual tenant of a rent-controlled premises died on December 26, 1959. On March 8, 1960 the defendant obtained letters of administration to the estate of the deceased. Subsequently a notice to quit was served upon the defendant by the landlord, the plaintiff in this case, the notice expiring on April 30, 1960. The defendant was in occupation of the premises at the time of death of the deceased tenant. He was not a member of the natural family of the deceased.

Held: the defendant was not protected by the Control of Rent Ordinance, for the definition of "member of his family" in that Ordinance does not include a legal personal representative.

Cases referred to:—

(1) *Lawrence* v. *Hartwell* [1946] 1 K.B. 553.
(2) *Harrison* v. *Hopkins* [1950] 1 K.B. 124.
(3) *Lum See On* v. *Chan Kit Yong* [1956] M.L.J. 40.

COURT OF APPEAL.

Peter Mooney for the appellant.

Chooi Mun Sou for the respondent.

Thomson C.J. (delivering oral judgment): This appeal arises from proceedings which commenced in the Sessions Court at Seremban for possession of premises at No: 137, Paul Street, Seremban, and for damages for holding over by the defendant, who is the respondent to the present appeal.

The premises are within the scope of the Control of Rent Ordinance. The plaintiff in the original proceedings, the present appellant, is the landlord and the defendant, the present respondent, is the personal representative of a deceased tenant. Whatever may have been the case at an earlier stage of the proceedings, the facts of the case are not in dispute.

The premises were originally let by the plaintiff on a monthly tenancy at a rental of $67.50 to one Dara Singh who died on 26th December, 1959. On 8th March, 1960, the present respondent, who is not a member of the natural family (and it will be clear in a moment why I use the words "natural family") of the deceased obtained letters of administration. A few days earlier notice to quit expiring on 30th April, 1960, had been served upon him by the landlord.

The only question that arose on these facts was whether the respondent was entitled to the protection of the Control of Rent Ordinance, 1956. The contractual tenancy had been terminated by notice, and if the respondent had any tenancy at all it was a statutory tenancy under the Ordinance.

[After going into the history of this case his Lordship proceeded:]

What we are considering is the effect of the Control of Rent Ordinance. That Ordinance, it has been said, was enacted to protect tenants. So it was. It did so by giving persons who had been tenants of premises certain rights of occupation of the premises which they would not have had apart from the legislation, which they would not have had by reason of their original arrangement with the landlord. What these rights are, therefore, to be looked for in one place and one place only and that is within the four walls of the Ordinance.

It is well-known that there is similar legislation in England and in Singapore.

In England it has been held that a person in the position of the present respondent, whom for convenience I shall call an administrator in possession, is within the scope of the Control of Rent legislation and that he enjoys its protection. But it is clear, *however*, from the two cases which have been cited to us, *Lawrence* v. *Hartwell* (1) and *Harrison* v. *Hopkins* (2), that the source of that protection is to be found in the wording of the English Act of 1920 and in particular the definition of "tenant" contained in paragraph (f) of section 12 of that Act. There it is said that the expression "tenant" includes "any person from time to time deriving title under the original ..... tenant .....". These words do not occur in the definition of "tenant" in our Ordinance.

Again, in Singapore, it was perhaps not decided but at the lowest accepted for the purposes of the case in *Lum See On* v. *Chan Kit Yong* (3) that an administrator in possession comes within the scope and enjoys the protection of the local Ordinance. It is to be noted, however, that the Singapore Ordinance differs from ours in that an administrator in possession can bring himself within the scope of the Singapore Ordinance by reason of the definition of "member of his family" in that Ordinance which in Singapore includes a legal personal representative. But our definition of "member of his family" does not include a legal personal representative.

I appreciate the argument put forward by counsel for the respondent that if our Ordinance were silent on the point, as he says it is, we should undertake some effort of judicial inter-

pretation. In my view, however, it is wrong to say that our Ordinance is silent. It defines a "tenant", it defines a "member of his family". These definitions differ on the one hand from the English definition and on the other from the Singapore definition, and the fact that they differ goes to show to my mind that our Ordinance is not silent on either point but is indeed extremely vocal.

If these views be correct, they lead to the conclusion in the present case that the administrator in possession, the present respondent, was an unlawful occupant from the expiration of the notice to quit and that the appellant should have his order for possession and damages, which, as they have not been assessed elsewhere, I myself would put them at $67.50 a month which is the controlled rent from 1st January, 1960, until the date of giving up of possession.

I would, therefore, allow the appeal with costs. There should be an order for possession and an order for damages calculated at the rate of $67.50 a month from 1st January, 1960, until the date of giving up possession with interest at 6% as from the date of judgment.

Hill and Good JJ.A. concurred.

Appeal allowed.

Solicitors: *Bannon & Bailey; Balwant Singh & Co.*

ZAINUDDIN v. LIEW PAK FUN & ANOR.

[O.C.J. (Hashim J.) May 9, 1962]

[Kuantan — Civil Suit No. 2 of 1961]

Damages — Personal injury — Special and general — Victim member of State Legislative Assembly — Whether such position did raise his status — Whether to be taken into account in assessing damages.

The plaintiff, a member of the Pahang State Legislative Assembly, sustained a fracture of his right leg as a result of being pinned between his car and a taxi. The plaintiff claimed $2,780 as special damages and $50,000 as general damages. The defence admitted liability but disputed the quantum of damages.

Held: (1) the special damages should be assessed at $400;

(2) the plaintiff was only entitled to $20,000 general damages as he was an ordinary member of the public and did not hold any special position in business or socially. Being an elected member of the State Legislative Assembly did not raise his status to any great extent and a permanent limp did not reduce his ability as a member of the State Legislative Assembly or his social standing.

Cases referred to:—

(1) *British Transport Commission* v. *Gourley* [1956] A.C. 185 at p. 206.
(2) *Low Ah Tow* v. *Yusof* [1954] M.L.J. 112.
(3) *Drennan* v. *Greer* [1957] M.L.J. 77.
(4) *Proctor* v. *Peebles (Papermakers) Ltd.* [1941] 2 All E.R. 80.
(5) *Harrison* v. *Liverpool Corporation* [1943] 2 All E.R. 449.
(6) *Devine* v. *British Transport Commission* [1954] 1 W.L.R. 686.
(7) *Cooper* v. *Whittingham* (1880) 15 Ch. D. 501.
(8) *Jones* v. *Curling & Anor.* (1884) 13 Q.B.D. 262.

CIVIL SUIT.

S. M. Yong for the plaintiff.

M. Edgar for the defendants.

Cur. Adv. Vult.

Hashim J.: This is a claim for $2,780 as special damage and $50,000 as general damage. The defence admits liability but disputes the quantum of damages.

The following facts are not disputed. On the evening of October 8, 1958 the plaintiff stopped his car at the Tanah Puteh ferry Kuantan and was waiting to cross the ferry. He got out of his car and went to the front of the car. While he was there defendant's lorry driven by the second defendant came up from behind and drove into the rear of plaintiff's car. There was a taxi in front of plaintiff's car. The plaintiff was pinned between his car and the taxi and sustained a fracture of the right leg.

In dealing with this case, I would quote a passage from Lord Goddard's judgment in *British Transport Commission* v. *Gourley* (1) which I think is relevant in this case. The passage reads: "In an action for personal injuries the damages are always divided into two main parts. First, there is what is referred to as special damage, which has to be specially pleaded and proved. This consists of out-of-pocket expenses and is generally capable of substantially exact calculation. Secondly, there is general damage which the law implies and is not specially pleaded. This includes compensation for pain and suffering and the like, and, if the injuries suffered are such as to lead to continuing or permanent disability, compensation for loss of earning power in the future."

I shall now deal with the special damage. Firstly, the plaintiff claims $1,260 as loss of salary for 3 months at $420 a month. Now the only evidence that has been adduced to support this claim is that of the plaintiff. He stated he was the manager of Aminah and Mohamed Sheik Estate. I think he should have produced evidence to support his claim in this respect. He should have called his employer and/or produced some documents to substantiate his claim. I do not think his bare word is sufficient. I therefore hold plaintiff has not proved his claim in respect of this item.

The second item is for $900 for the supply of special and nourishing food for 3 months at $10 a day. According to the plaintiff he had soup, rice, meat and vegetables for his meals which were brought to the hospital. For soup he had 2 bottles of Brand's essence of chicken a day. He stated he did not have the hospital food because it was not good enough and not sufficient enough. Plaintiff called the manager of Yong Soon & Co. to say that the shop was one of the biggest provision shops in Kuantan and that plaintiff's wife used to buy essence of chicken from the shop once in two or three days. The wife also bought a tin of biscuits once a week. Unfortunately this manager could not produce